

Lincoln



Nebraska's Capital City

September 4, 2001

Mayor Wesely and City Council
City of Lincoln
City County Building
Lincoln, NE

Mayor Wesely and Members of the City Council:

An investigation has been made regarding the application of Bwitched Two Inc. d.b.a. Bison Witches Bar & Deli, 1320 'P' Street requesting a class C liquor license for this location.

Stockholder information is as follows:

Steven Gaudreau	President	1000 Shares
Thomas Clark	Vice President	1000 Shares
Thomas Partridge	Treasure	1000 Shares

Bwitched Two Inc has requested that Steven Gaudreau be approved as the manager of this liquor license.

Background information on the applicant is as follows:

Steven Gaudreau was born in Wichita, Kansas. He attended Kansas State University graduating in 1990. Steven Gaudreau has been self-employed since 1990.

If this application is approved, it should be with the understanding that it conforms to all the rules and regulations of Lincoln, Lancaster County and the State of Nebraska.

THOMAS K. CASADY, Chief of Police



Police Department

575 South 10th Street / Lincoln, Nebraska 68508 / Phone: 402-441-7204 / Fax: 402-441-8492 / Website: www.ci.lincoln.ne.us

A nationally accredited law enforcement agency



STATE OF NEBRASKA

Set due 9-10-01

PH: 9-24-01, 5:30pm



Mike Johanns
Governor

City Clerk
County/City Bldg
555 S 10th
Lincoln NE 68508



August 29, 2001

NEBRASKA LIQUOR CONTROL COMMISSION

Forrest D. Chapman
Executive Director

301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814
TRS USER 800 833-7352 (TTY)

99088
74

Bwitched Two Inc

Thurs 1:00 -pm

Dear Local Governing Body:

Attached is the form to be used on all retail liquor license applications. Local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license at time of issuance.

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

- 1) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose NOT to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body.
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

PLEASE NOTE...A LICENSEE MUST BE "PROPERLY" LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS; AND, A LICENSE IS EFFECTIVE:

- 1) Upon payment of the license fees;
- 2) Physical possession of the license;
- 3) Effective date on the license.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

Jill L. Nelson

Licensing Division

Enclosures
Rhonda R. Flower
Commissioner

Bob Logsdon
Chairman

R.L. (Dick) Coyne
Commissioner

An Equal Opportunity/Affirmative Action Employer

Liquor License Investigation

Business (DBA) BISON WITCHES BAR & DELI

☒ Manager ☒ Owner Other _____

Name: STEVEN GAUDREAU

US Citizen ? ☒ Yes No

Has applicant ever been cited for liquor law violations ? ☒ No Yes
Explain _____

Does applicant have an interest in another liquor license ? No ☒ Yes
Explain SEVERAL OTHER STORES

Is spouse qualified to hold a license ? ☒ Yes No N/A

How is applicant if not an owner to be paid ? Salary Hourly N/A

How many hours will applicant be at the establishment ? 55+

Any other employment ? No Yes, explain _____

Any previous experience with a liquor license ? ☒ Yes No

Any criminal convictions ? ☒ No Yes
Comments _____

Is applicant a property owner in Lincoln ? Yes ☒ No

Is applicant involved in any civil litigation ? ☒ No Yes
Comments _____

☒ Photo ☒ Records Check ☒ References

Comments _____

Interview Date 9 / 4 / 01

APPLICATION FOR LICENSE

Nebraska Liquor Control Commission
PO Box 95046, 301 Centennial Mall South
Lincoln, NE 68509-5046

<http://www.nol.org/home/NLCC>

Phone: (402) 471-2571

Fax: (402) 471-2814

8/29/01 JUN
RECEIVED
C53140
AUG 23 2001

INSTRUCTIONS: Include: 1. Applicable fees payable to Liquor Control Commission 2. Copy of birth certificate or naturalization papers proving U.S. citizenship for each individual and spouse named on application (not required of corporations or spouse(s) who file an affidavit of no interest with application, Commission form 4178 3. Corporations must include copy of articles of incorporation as filed with the Secretary of States office in the state of Nebraska 4. Commission check list form 4231 5. Fingerprint cards and processing fees (are required of individuals, all partners and spouses. Corporate applicants must file for CEO/Manager & stockholders holding over 25% stock 6. All applications must be typewritten or printed clearly 7. Submit in Triplicate

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND LIST OF FEES FOR EACH

Class of License (Check applicable class)	Registration Fee	License Fees	Corporate Surety Bond
<input type="checkbox"/> A Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> F Beer, On Sale Only - Outside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> B Beer, Off Sale Only - Inside/Outside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> J Wine, Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> I Spirits, Wine, Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> D Spirits, Wine, Beer, Off Sale Only - Inside Corporate Limits	\$45.00	\$150.00	exempt
<input checked="" type="checkbox"/> C Spirits, Wine, Beer On & Off Sale - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> M Bottle Club (Spirits, Wine, Beer, On Sale)	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> H Nonprofit Corporation	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> K Wine Only, Off Sale	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> O Boat	\$45.00	\$50.00	exempt
<input type="checkbox"/> V Manufacturer of Beer, Wine & Distilled Spirits	\$45.00	Varies \$100 to \$1,000	\$10,000 min.
<input type="checkbox"/> X Wholesale Liquor	\$45.00	\$500.00	\$ 5,000 min.
<input type="checkbox"/> W Wholesale Beer	\$45.00	\$250.00	\$ 5,000 min.
<input type="checkbox"/> Y Farm Winery	\$45.00	\$250.00	\$ 1,000 min.
<input type="checkbox"/> L Craft Brewery (Brew Pub)	\$45.00	\$250.00	\$ 1,000 min.

TYPE OF APPLICATION

Type of application being applied for
(place appropriate number in box)

3

- 1= Individual License requires Form 1 to be attached.
2= Partnership License requires Form 2 to be attached.
3= Corporate License requires Form 3 and 4 and Manager Application be attached.

CORPORATE SURETY BOND INFORMATION

Bond Company - for Classes L V W X Y only

Start Date Month/Day/Year

Bond Number

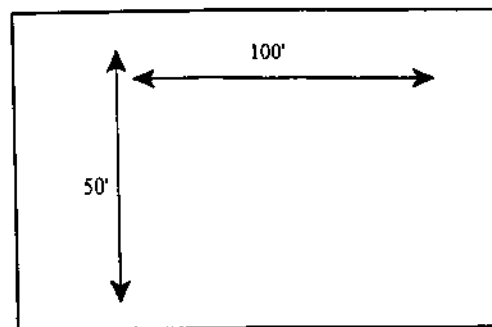
SECTION A - LOCATION INFORMATION - Must be completed by all applicants

Trade Name (name of business) SWITCHED TWO, INC. DBA BISON WITCHES BAR & DELI		Telephone Number at premise to be licensed (785) 550-6396 (TEMPORARY)	
1) Street Address of Proposed licensed premise 1320 P STREET, SUITE 100		2) Mailing Address for receipt of Liquor Control Commission mailings 326 N. FOURTH AVE.	
City LINCOLN	County LANCASTER	Zip Code 68508	City TUCSON
			County PIMA
			Zip Code 85705

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

In the space provided draw the area to be licensed. This should include storage areas, basement, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building in situations where only a portion of the entire bldg. is to be covered by the license. No blue prints will be accepted. Be sure to indicate the direction North and number of floors of the building.

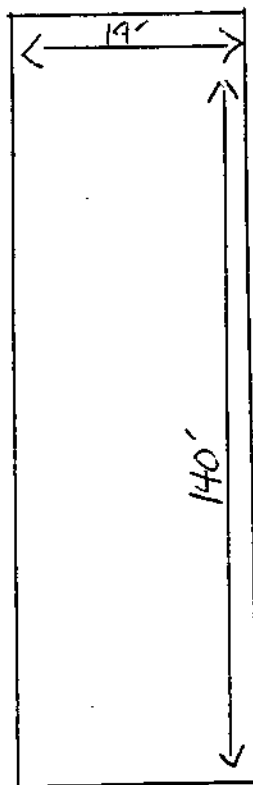
N ↑



Example: East portion approximately 50' x 100' of main floor of 3 story building plus basement approximately 30' x 50' at the East end.

WEST PORTION APPROXIMATELY 19' x 140' OF MAIN FLOOR OF 3 STORY BUILDING PLUS BASEMENT APPROXIMATELY 25' x 35' AT THE WEST END. ENTIRE BUILDING IS APPROXIMATELY 50' x 140' PER STORY.

N ↑



West end of main floor of 3 story bldg approx 19' x 140' plus west end of basement approx 25' x 35'

SECTION B

OTHER INFORMATION REQUIRED

	Yes	No	Explanation/Comments
1. READ CAREFULLY. Answer completely and accurately. Has anyone who is a party to this application, or their spouse, <u>ever</u> been convicted of or plead guilty to any criminal charge. Criminal charge means any charge alleging a felony or misdemeanor violation of a federal or state law; or a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.		X	

	Yes	No	Explanation/Comments
2. Are you buying the business and/or assets of a licensee? If yes, submit a copy of the sales agreement with a listing of assets being acquired including liquor inventory (name brand and container size required).		X	
3. Are you filing a temporary agency agreement, Commission form 4231, whereby current licensee allows you to operate on their license? If yes, attach copy.		X	
4. Are you borrowing any money from any source to establish and/or operate the business? If yes, list the lender.		X	
5. Will any person or entity other than licensee be entitled to a share of the profits of the establishment? If yes, explain.		X	
6. Will any of the furniture, fixtures and equipment to be used in this business be owned by others? If yes, list such items and the owner.		X	
7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business? If yes, explain?		X	
8. Are the premises to be licensed within 150 ft. of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, children, or within 300 ft. of a college or university campus? If yes, list the name of such institution and where it is located in relation to the premises. Per Sec. §53-177.		X	
9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the persons exact duties.		X	
10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business and the person(s) who will be authorized to write checks and/or make withdrawals on accounts at such institutions.			WELLS FARGO (1240 O STREET, LINCOLN) CORPORATE OFFICERS AND CORPORATE MANAGER.
11. List all past and present liquor licenses held by any person named in this application. Include license holder name, location of license and license number. Also list reasons for termination of any licenses previously held.			SEE ATTACHMENT
12. List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations.			STEVEN G. GAUDREAU 40 TO 50 HRS./WEEK
13. List the training and experience of the person listed in #11 above in connection with selling and/or serving alcohol products.			MANAGER/OWNER OF RESTAURANTS WITH LIQUOR LICENSES FOR THE PAST 10 YEARS
14. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership, if leased submit a copy of the lease covering the entire license year. (Documents must show title or lease held interest in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed)			Lease expiration date: 8/31/2013 SEE COPY OF LEASE
15. When do you intend to open for business?			10/01/01

	Yes	No	Explanation/Comments
2. Are you buying the business and/or assets of a licensee? If yes, submit a copy of the sales agreement with a listing of assets being acquired including liquor inventory (name brand and container size required).		X	
3. Are you filing a temporary agency agreement, Commission form 4231, whereby current licensee allows you to operate on their license? If yes, attach copy.		X	
4. Are you borrowing any money from any source to establish and/or operate the business? If yes, list the lender.		X	
5. Will any person or entity other than licensee be entitled to a share of the profits of the establishment? If yes, explain.		X	
6. Will any of the furniture, fixtures and equipment to be used in this business be owned by others? If yes, list such items and the owner.		X	
7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business? If yes, explain?		X	
8. Are the premises to be licensed within 150 ft. of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, children, or within 300 ft. of a college or university campus? If yes, list the name of such institution and where it is located in relation to the premises. Per Sec. §53-177.		X	
9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the persons exact duties.		X	
10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business and the person(s) who will be authorized to write checks and/or make withdrawals on accounts at such institutions.			WELLS FARGO (1240 O STREET, LINCOLN) CORPORATE OFFICERS AND CORPORATE MANAGER.
11. List all past and present liquor licenses held by any person named in this application. Include license holder name, location of license and license number. Also list reasons for termination of any licenses previously held.			SEE ATTACHMENT
12. List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations.			STEVEN G. GAUDREAU 40 TO 50 HRS./WEEK
13. List the training and experience of the person listed in #11 above in connection with selling and/or serving alcohol products.			MANAGER/OWNER OF RESTAURANTS WITH LIQUOR LICENSES FOR THE PAST 10 YEARS
14. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership, if leased submit a copy of the lease covering the entire license year. (Documents must show title or lease held interest in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed)			Lease expiration date: 8/31/2013 SEE COPY OF LEASE
15. When do you intend to open for business?			10/01/01

Section B Item 15

Principal Residences for Past 10 years

NAME	FROM (YEAR)	TO (YEAR)	RESIDENCE (CITY, STATE)
Steven G. Gaudreau	1991	2001	Lawrence, KS
	2001	Present	Lincoln, NE
Shelly A. Gaudreau	1991	2001	Lawrence, KS
	2001	Present	Lincoln, NE

SANDY CLARK RESIDENCES PAST 10 YEARS:

1996-2001 TUCSON, AZ

1994-1996 LEE'S Summit, MO

1991-1994 KANSAS CITY, MO

Sandy Clark
8/29/01

ATTN: JILL

Section B Item 15
Principal Residences for Past 10 years

RECEIVED

NAME	FROM (YEAR)	TO (YEAR)	RESIDENCE (CITY, STATE)
Thomas S. Clark	1991	1995	4316 W. 70 th Terrace Prairie Village, KS 66402
	1995	1996	2002 E. River Road Tucson, AZ 85718
	1996	1999	2826 W. Jacinto Tucson, AZ 85745
	1999	Present	4193 W. Tombolo Tr. Tucson, AZ 85745
Thomas R. Partridge	1991	1995	4316 W. 70 th Terrace Prairie Village, KS 66402
	1995	1996	2002 E. River Road Tucson, AZ 85718
	1996	2000	2826 W. Jacinto Tucson, AZ 85745
	2000	Present	4335 W. Irvington Rd Tucson, AZ 85746

Section B Item 11

Past and present liquor licenses held by persons named in application:

License Holder: Bwitched, Inc. (shareholders with more than 10.00% ownership are
Thomas S. Clark, Thomas R. Partridge, and Steven G. Gaudreau)

License Location: 211 E. Main, Norman, OK 73069
License # MXB286132

License Holder: Bison Witches, Inc. (shareholders with more than 10.00% ownership are
Thomas S. Clark and Thomas R. Partridge)

License Location: 326 N. Fourth Ave. Tucson, AZ 85705
License # 12101286

License Holder: GQ Enterprises, Inc. (shareholders with more than 10.00% ownership
are Steven G. Gaudreau.)

License Location: 615 Massachusetts, Lawrence, KS 66044
License #10016014001

License Holder: Dasko Enterprises, Inc. (shareholders with more than 10.00% ownership
are Steven G. Gaudreau.)

License Location: 1730 W. 23rd St. Lawrence, KS 66047
License #10016030501

Registered in good standing w/Sec of State's office per phone call w/Held; 8/21/01 JED

Corporation/LLC Application for License - Form 3

Nebraska Liquor Control Commission

INSTRUCTIONS:

- 1) Application and application for manager must be typewritten and submitted in triplicate
- 2) Fingerprint cards (2 cards per person) must be submitted for: a) each stockholder owning over 25% of the stock, b) chief executive officer, c) proposed manager and d) all spouses
- 3) Information regarding spouses must be completed

Name of Corporation That Will Hold License. Attach copy of Articles of Incorporation			Total Number of Shares (if corporation)	
Bwtched Two, Inc.			3,000	
Corporate Street Address (1)		Mailing address for receipt of Liquor Control Commission Mailings		Corporate Telephone Number
326 N. Fourth Ave.		326 N. Fourth Ave.		(520) 740-1541
City	County	State	Zip Code	
Tucson	Pima	Arizona	85705	
Name of Registered Agent		Name of Proposed Manager		
Constance Chapple		Steven G. Gaudreau		
IN THIS SECTION LIST THE NAME OF THE CHIEF EXECUTIVE OFFICER				
Name	Title	Date of Birth	Social Security Number	
Thomas S. Clark	Vice President			
Home Address (1)		State		
4193 W. Tombolo Trail		Arizona		
City	State	Zip Code	Home Telephone Number	
Tucson	AZ	85745	(520) 743-5174	

Corporation/LLC Application for License - Form 3

PRINCIPLE OFFICERS, DIRECTORS, STOCKHOLDERS, MEMBERS AND SPOUSES					
Name of Officers, Directors, Members and Spouses. Give Last Name, First Name, Middle, Maiden, and any aliases	Social Security Number	Date of Birth	Title	Number of Shares/ %	
NAME Gaudreau, Steven, Gerard			President	1000/ 33.33%	
Spouse Name Gaudreau, Shelly, Ann, Dasko			N/A	0/0%	
NAME Clark, Thomas, Scott			Vice President	1000/ 33.33%	
Spouse Name Clark, Sandy, Lynne, Adair			N/A	0/0%	
NAME Partridge, Thomas, Robert			Secretary/ Treasurer	1000/ 33.33%	
Spouse Name N/A Not married per phone call w/ Thomas Clark					
NAME		8/29/01			
Spouse Name		JEN			
NAME					
Spouse Name					
NAME					
Spouse Name					

(If Necessary, Continue on Separate Sheet)

Corporation/LLC Application for License - Form 3
Nebraska Liquor Control Commission

Is this Corporation/LLC controlled by another Corporation? ☐ YES ☒ NO

Name of Control Corporation

IF YES, LIST EACH STOCKHOLDER/MEMBER OWNING MORE THAN 25% stock/interest in that corporation/LLC. Any applicant who has a Corporation as a shareholder MUST file an organizational chart listing all shareholders and/or corporations owning more than 25% stock and listing of the percentage of stock owned

Please indicate below your corporate tax year with the IRS

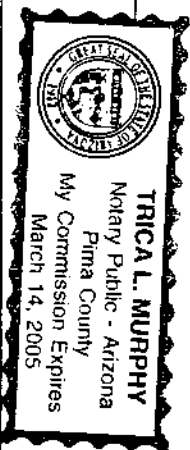
Starting Date: January 1 Ending Date: December 31

STATE OF Arizona

Pima County

)
)
) ss.
)
)

Notary Public Signature & Seal



In Compliance with ADA, this form is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format

By

PRESIDENT/MEMBER

SECRETARY/MEMBER

Application for Corporate Manager

Must Be A Nebraska Resident

Please submit in Triplicate

RECEIVED

Return to: Nebraska Liquor Control Commission, PO Box 95046
301 Centennial Mall So., Lincoln NE 68509

Phone: (402) 471-2571 Fax: (402) 471-2314 Web address: <http://www.nol.org/home/NLCC/>

AUG 28 2001

LIQUOR LICENSE INFORMATION			
NAME OF LICENSED CORPORATION <u>Switched Two Inc.</u>		CLASS & LICENSE NUMBER <u>Class C</u>	
TRADE NAME OF LICENSED PREMISE <u>Bison Witches Bar & Deli</u>			
STREET ADDRESS OF LICENSED PREMISE <u>1320 P St.</u>	CITY <u>Lincoln</u>	COUNTY <u>Lancaster</u>	ZIP CODE <u>68508</u>

On behalf of the corporation, I designate this individual as corporate manager.

Signature of Corporate President/CEO:

Steven Gerard Gaudreau CEO/VP

APPLICANT INFORMATION (MUST BE 21 OR OVER)				
NAME (LAST, FIRST, MIDDLE, MAIDEN) <u>Gaudreau, Steven Gerard</u>	SEX <input checked="" type="checkbox"/> M <input type="checkbox"/> F	SOCIAL SECURITY NUMBER _____	DATE OF BIRTH _____	PLACE OF BIRTH <u>Wichita, KS</u>
HOME STREET ADDRESS <u>1341 N. 9th #6</u>	CITY <u>Lincoln</u>	COUNTY <u>Lancaster</u>	STATE <u>NE</u>	ZIP CODE <u>68508</u>
HOME TELEPHONE NUMBER <u>(785) 550-6396</u>	BUSINESS TELEPHONE NUMBER <u>(785) 550-6396</u>		DRIVERS LICENSE NUMBER & STATE _____	

SPOUSE'S INFORMATION (IF NOT MARRIED INDICATE)		
FULL NAME (LAST, FIRST, MIDDLE, MAIDEN) <u>Gaudreau, Shelly Ann</u>	SOCIAL SECURITY NUMBER _____	DRIVERS LICENSE NUMBER & STATE _____
DATE OF BIRTH: _____	PLACE OF BIRTH <u>Wheaton, Ill.</u>	

1. **READ CAREFULLY.** Answer completely and accurately.
Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any criminal charge. Criminal charge means any charge alleging a felony or misdemeanor violation of a federal or state law, or a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.
☐ Yes ☒ No

2. Have you or your spouse ever made application for any liquor license or manager for any liquor license? IF YES, for what premise give license number and date.

☒ YES ☐ NO

Gaudreau Quinton Ent, Inc.
DBA Quintons Bar & Deli
615 Massachusetts
Lawrence, KS 66044
10-016-0140-01

Dasko Inc.
DBA Quintons Bar & Deli
1730 W. 23rd
Lawrence, KS 66047
10-016-0305-01

FORM 35-4013
RE 7/201

3. Have you or your spouse ever made a compromise settlement for violation of such laws?

☐ YES ☒ NO

4. Do you, as a manager, have all the qualifications required by any person entitled to hold a Nebraska Liquor License?
Nebraska Liquor Control Act (§53-131.01)

☒ YES ☐ NO

5. Have you filed fingerprint cards and **PROPER FEES** (if check, make out to the NE State Patrol), with this application?

☒ YES ☐ NO

RESIDENCES SINCE AGE 18. APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
Lawrence, KS	1990	2001	Lawrence, KS	1991	2001
Manhattan, KS	1985	1990	Wheaton, Ill.	1988	1991
Wichita, KS	1984	1985			

EMPLOYERS SINCE AGE 18. APPLICANT AND SPOUSE MUST COMPLETE			
YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1991 2001	Gaudreau Quinton Ent, Inc.	Steven Gaudreau, Pres.	785-842-6560
1972 1990	Student		


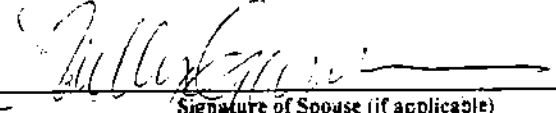

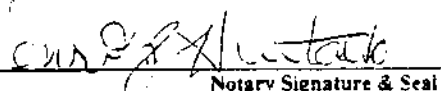
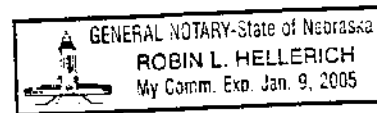
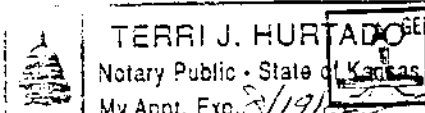
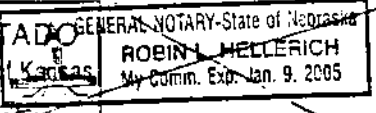
PERSONAL AND BUSINESS INFORMATION. MUST BE SIGNED BY APPLICANT & SPOUSE			
-------------------------------------------------------------------------	--	--	--

STATE OF NEBRASKA)
COUNTY OF) SS

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application, that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec. §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, an affidavit may be attached, however, fingerprint cards are still required to be filed.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete and inaccurate.

 _____ (Signature of Applicant)	 _____ (Signature of Spouse (if applicable))
Subscribed in my presence and sworn to before me this <u>22nd</u> day of <u>August</u> <u>2001</u>	Subscribed in my presence and sworn to before me this _____ day of _____
 _____ (Notary Signature & Seal)	 _____ (Notary Signature & Seal)
	 

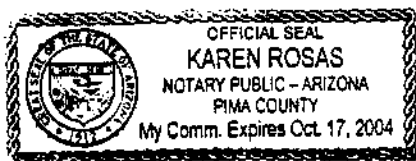
**NEBRASKA LIQUOR CONTROL COMMISSION
AFFIDAVIT OF NON PARTICIPATION**

The undersigned individual acknowledges that he/she will have no interest, directly or indirectly, in the operation or profit of the business, as prescribed in Section §53-125(13) of the Liquor Control Act. Such individual shall not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent themselves as owner or in any way participate in the day to day operations in any capacity. Undersigned will also be waived of filing fingerprint cards, however, has disclosed any violation(s) on application.

Sandra L. Clark

Signature of Spouse

SUBSCRIBED in my presence and sworn to before me this 14 day of Aug., 2001.



Karen A. Rosas

Signature of Notary Public

The licensee/applicant understands that he/she is responsible for compliance with the conditions set out above, and that if such terms are violated, the Commission may cancel or revoke the license.

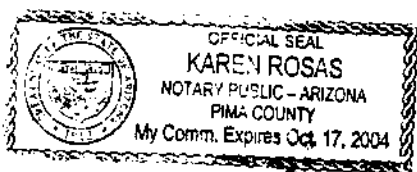
Thomas S. Clark

Signature of Licensee/Applicant

THOMAS S. CLARK

Print Name of Licensee/Applicant

SUBSCRIBED in my presence and sworn to before me this 14 day of Aug., 2001.



Karen A. Rosas

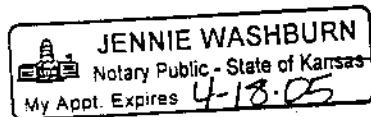
Signature of Notary Public

NEBRASKA LIQUOR CONTROL COMMISSION
AFFIDAVIT OF NON PARTICIPATION

The undersigned individual acknowledges that he/she will have no interest, directly or indirectly, in the operation or profit of the business, as prescribed in Section §53-125(13) of the Liquor Control Act. Such individual shall not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent themselves as owner or in any way participate in the day to day operations in any capacity. Undersigned will also be waived of filing fingerprint cards, however, has disclosed any violation(s) on application.

Shelly Gaudreau
Signature of Spouse

SUBSCRIBED in my presence and sworn to before me this 7th day of
August, 2001.



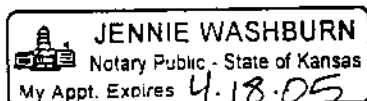
Jennie Washburn
Signature of Notary Public

The licensee/applicant understands that he/she is responsible for compliance with the conditions set out above, and that if such terms are violated, the Commission may cancel or revoke the license.

[Signature]
Signature of Licensee/Applicant

Steven G. Gaudreau
Print Name of Licensee/Applicant

SUBSCRIBED in my presence and sworn to before me this 7th day of
August, 2001.



Jennie Washburn
Signature of Notary Public

EXPEDITED

RECEIVE

2001 MAY 11 P 3:05

ARTICLES OF INCORPORATION

OF

AUG 28 2001

BWITCHED TWO, INC.

NEBRASKA LIQUOR
CONTROL COMMISSION

Paula L...
5-11-01

NAME 0988870-0

OK

The name of the Corporation is BWITCHED TWO, INC.

PURPOSE

The purpose for which this corporation is organized is the transaction of any or all business for which corporations may be incorporated under the laws of Arizona, as they may be amended from time to time.

INITIAL BUSINESS

The Corporation initially intends to conduct the business of opening deli style restaurants equipped with liquor licenses.

AUTHORIZED CAPITAL

The Corporation shall have the authority to issue 100,000 shares of common stock at \$1.00 (one dollar) par value.

KNOWN PLACE OF BUSINESS

Main Office located at 326 N. Fourth Ave., Tucson, AZ. 85705

STATUTORY AGENT

The name and address of the statutory agent of the Corporation is:

Thomas S. Clark
4193 W. Tombolo Trail
Tucson, AZ 85745

BOARD OF DIRECTORS

The initial board of directors shall consist of 3 (three) directors. The names and addresses of the persons who are to serve as the directors until the first annual meeting of shareholders or until their successors are elected and qualified are:

Thomas S. Clark
4193 W. Tombolo Trail
Tucson, AZ 85745

Steven G. Gaudreau
1653 E. Louisiana
Lawrence, KS 66044

Thomas R. Partridge
4335 W. Irvington
Tucson, AZ 85745

The number of persons to serve on the board of directors thereafter shall be fixed by the Bylaws.

OFFICERS

The initial officers of the Corporation who shall serve at the pleasure of the board of directors are:

Steven G. Gaudreau, President
Thomas S. Clark, Vice President
Thomas R. Partridge, Secretary/Treasurer

INCORPORATORS

The name and address of the incorporator is:

Thomas R. Partridge
4335 W. Irvington
Tucson, AZ 85745

All powers, duties and responsibilities of the incorporators shall cease at the time of delivery of these Articles of Incorporation to the Arizona Corporation Commission.

INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

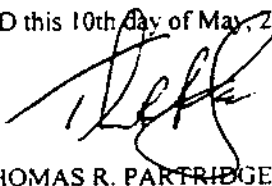
The Corporation shall indemnify any person who incurs expenses or liabilities by reason of the fact he or she is or was an officer, director, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.

LIMITATION OF LIABILITY

To the fullest extent permitted by the Arizona Revised Statutes as the same exists or may hereafter be amended, a director of the corporation shall not be liable to the Corporation or its stockholders for monetary damages for any action taken or any failure to take any action as a director. No repeal, amendment or modification of this article, whether direct or indirect, shall eliminate or reduce its effect with respect to any act or omission of a director of the Corporation occurring prior to such repeal, amendment or modification.

EXECUTED this 10th day of May, 2001 by all of the incorporators.

Signed:

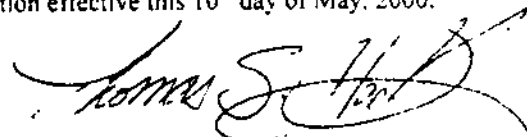


THOMAS R. PARTRIDGE

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

The undersigned hereby acknowledges and accepts the appointment as statutory agent of the above-named corporation effective this 10th day of May, 2000.

Signed:



THOMAS S. CLARK

03:10:37

Wed Aug 29 2001

Corporation and Business Entity Inquiry

Letter of Good Standing(*): \$6.50 each.

Entity Name: BWITCHED TWO, INC.

Secretary of State Account Number: 10025024

Business Address:

Qualifying State: AZ

Nature of Business:

Account Status: Active

Registered Agent:

CONSTANCE CHAPPEL

1320 P STREET, #A

LINCOLN, NE, 68516

Corporation Type: Foreign Corp

Date Filed: Jun 18 2001 12:00AM

Code	Trans	Date
(FA)	Foreign Authority	Jun 18 2001 12:00AM

OFFICERS:

STEVEN CAUDREAU / PRESIDENT
Name/Title

1653 LOUISIANA LAWRENCE, KS 66044
Address

THOMAS S. CLARK / VICE PRES.
Name/Title

4193 W. TOMBARO TR TULSON, AZ 85745
Address

THOMAS R. PORTRIDGE / SEC. TREAS.
Name/Title

4135 W. IRVINGTON TULSON, AZ 85746
Address

Name/Title

Address

Name/Title

Address

Name/Title

Address

Name/Title

Address

Name/Title

Address

Name/Title

Address

DIRECTORS:

STEVE CAUDREAU
Name

1653 LOUISIANA LAWRENCE, KS 66044
Address

THOMAS S. CLARK
Name

4193 W. TOMBARO TR TULSON, AZ 85745
Address

THOMAS R. PORTRIDGE
Name

4135 W. IRVINGTON TULSON, AZ 85746
Address

Name

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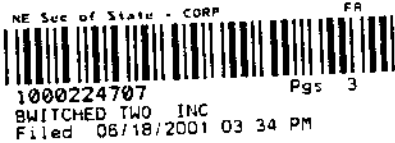
Name

Address

Please Copy this page and submit additional pages if needed.

APPLICATION FOR CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS

John A. Gale, Secretary of State
Room 1305 State Capitol, P.O. Box 94608
Lincoln, NE 68509
<http://www.nol.org/home/SOS/>



Submit in Duplicate

Attach a certificate of good standing duly authenticated by the official having custody of the corporate records in the state or country under whose law the corporation is incorporated. Such certificate shall not be more than 60 days old. A certified copy of the articles of incorporation should not be submitted and is not acceptable in lieu of such certificate.

Name of Corporation SWITCHED TWO, INC.

Fictitious Name of Corporation _____
(to be used only if actual corporate name is unavailable for use or does not comply with Nebraska law)

Incorporated under the laws of ARIZONA

Date Incorporation 5/11/, 2000
Year

Period of Duration PERPETUAL

Address of Principal Office 326 N. 4th Ave TULSON AZ 85705
Street Address City State Zip

Registered Agent CONSTANCE CHAPPEL

Registered Office 1320 P. STREET #A LINCOLN NE 68516
Street Address City Zip

DATED 6/18/01

Thomas S. Clark
Signature

THOMAS S. CLARK / VICE PRESIDENT
Printed Name/Title

NOTE: The Business Corporation Act requires that every filing be signed by the chairperson of the board of directors, the president, or one of the officers of the corporation. If the corporation has not yet been formed or directors have not yet been selected, the filing shall be signed by an incorporator. If the corporation is in the hands of a receiver, trustee, or other court appointed fiduciary, the filing shall be signed by that fiduciary.

NOTE: To complete this form, you must list officers and directors on back

FILING FEE: \$145.00 (if you have more than one page listing officers and directors please add \$5.00 a page for each additional page)

Revised 12/20/2000

Neb. Rev. Stat. 21-20,170

STATE OF NEBRASKA ♦ SECRETARY OF STATE'S OFFICE
CORPORATION DIVISION

STATE CAPITOL SUITE 1305 • P.O.BOX 94608 • LINCOLN, NE • 68509
PHONE: (402)-471-4079 • FAX: (402)-471-3666

JOHN A. GALE
Secretary of State

June 18, 2001

JULIE HELMUTH
Office Manager

BWITCHED, INC.
211 1/2 MAIN
NORMAN, OK 73069

ACKNOWLEDGEMENT OF FILING

The attached documents were filed with the Nebraska Secretary of State's Office, Corporation Division. A label has been affixed to each filing signifying the filing stamp for the Nebraska Secretary of State's Office, Corporation Division. This filing label indicates the date and time of the filing and also references a document number that can be used to reference this filing in the future.

ACKNOWLEDGEMENT OF FILING FEES RECEIVED

Action/Service	Company/Entity Name	Fee Received
Foreign Authority	BWITCHED TWO, INC.	130.00
Per Page Charge	BWITCHED TWO, INC.	15.00
	Total Fees Received	\$145.00

BRITTENY
Filing Officer

RECEIVED

LEASE AGREEMENT AUG 28 2001

THIS LEASE made and entered into as of the 18 day of May, 2001, by and between Michael D. Raasch, hereinafter called "Lessor", and Bwitched Two Inc, an Arizona corporation d/b/a Bison Witches Bar & Deli, hereinafter called "Lessee". Lessor and Lessee agree as follows:

ARTICLE 1

Premises and Term

Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor, the premises located at 1320 "P" Street, Suite 100, Lincoln, Nebraska ("Premises"), for a term of three (3) consecutive months and three (3) consecutive years, commencing June 1, 2001, and ending August 31, 2004 ("Initial Term"), unless sooner terminated as hereinafter provided. This Lease will automatically renew for three (3) three-year (3) renewal terms ("Renewal Term") on the same terms and conditions set forth herein unless Lessee chooses not for lease to renew automatically. In order to decline such renewal, Lessee must provide Lessor with written notice of Lessee's intent not to renew no less than ninety (90) days prior to the expiration of the Initial Term. The Initial Term and Renewal Term shall be referred to jointly herein as the "Term."

Premises also includes use of not more than 20% of the basement area for storage related to the operation of the business in Suite 100.

ARTICLE 2

Rents

The Lessee shall pay to the Lessor as gross rent the total sum of \$73,800.00 in monthly installments of \$2,050.00, payable in advance of the first day of each month commencing September 1, 2001. No rent will be charged for the June 1st 2001 to August 31st 2001 period except that should Lessee Have business open and operating prior to September 1st 2001 rent shall be prorated on a per day basis of \$68.33.

Lessee shall pay the September rent of \$2050 at lease signing.

Lessee shall pay a late charge of \$100.00 if the rent and all additional payments due from Lessee to Lessor are not paid within ten (10) days after such payments shall have become due, it being agreed that all rental payments are due on the first day of each month.

All rent payments shall be payable to Lessor in U.S. dollars, without the requirement of notice or invoice from Lessor, at the address set forth in Article 29 hereof or such other address as Lessor shall subsequently identify in writing to Lessee.

The gross rent for the first option period shall be \$79,200 payable as \$2,200 per month in advance. The gross rent for the second option period shall be \$85,500 payable as \$2375 per month in advance. The gross rent for the third option period shall be \$92,160 payable as \$2560 per month in advance.

ARTICLE 3

Deposit

The Lessee has, on the date of execution of this Agreement, deposited with the Lessor the sum of \$0.00. That deposit shall be retained by the Lessor as security for the performance by the Lessee of this Agreement.

In the event of a default by the Lessee, the Lessor may, at the election of the Lessor, apply the deposit in complete or partial satisfaction of such default, without prejudice to any other rights of the Lessor. In the event of such application, without the termination of this Agreement, the Lessor shall give written notice to the Lessee, and the Lessee shall pay to the Lessor a sum equal to the amount so applied on or before the 10th day of the month following receipt of the notice.

If the Lessee shall perform all of the terms and conditions of this Agreement, the Lessor shall, upon termination of this Agreement, return the deposit to the Lessee with interest.

ARTICLE 4

Additional Rent

As additional rent, the Lessee agrees to pay to Lessor the following utility costs:

- (a) Lessee shall pay directly to the utility companies the costs of all electrical, natural gas, water and sewer usage at the Premises during the Initial and Renewal Terms. Lessor shall install at Lessor's expense a separate water meter for lessee's premises.
- (b) Lessee shall be solely responsible for payment of any CATV or telephone charges and garbage removal service charges attributable to Lessee's occupancy of the Premises.

The Lessor shall pay all real estate taxes and special assessments levied against the building.

ARTICLE 5

Use of Premises

Lessee shall use and occupy the Premises for a restaurant/bar establishment. Without limiting the generality of the foregoing, Lessee shall not use said Premises, nor permit the same to be used for the manufacture, sale, barter, trade or serving of intoxicating liquors of any nature whatsoever, as the same shall be defined under

the statutes of the United States or the State of Nebraska, without first obtaining proper licensing from the City of Lincoln and the State of Nebraska.

Lessee shall immediately upon lease signing apply for a Liquor license from the City of Lincoln and the State of Nebraska. Should lessee be unable to obtain said license this lease agreement shall become invalid. Lessee and Lessor agree that should this lease become invalid due to lessee's inability to obtain said license that lessor shall retain the \$2,050 September rent paid at lease signing.

ARTICLE 6

Lessor's Services

Lessor shall provide the following services during the term of this Lease:

- (a) Air conditioning and heat continuously, as needed, electrical service and sewer service to the Premises, and water for drinking, lavatory and toilet purposes.
- (b) No interruption of any of the above utility services caused by repairs, renewals, improvements, alterations, accidents, inability to obtain power or supplies or other cause beyond the reasonable control of Lessor shall be deemed an eviction or disturbance of Lessee's use and possession or render Lessor liable for damages or relieve Lessee from any other obligation herein set forth.

ARTICLE 7

Lessee to Furnish

During the term of this Lease, the Lessee shall:

- (a) Promptly and adequately repair or cause to be repaired, at its expense, all damage to the Premises (including equipment, facilities and appliances furnished by Lessor) caused by Lessee, its employees, agents and invitees, including glass breakage and damage to fixtures and appliances so caused. In the event of sewer blockage or backup, Lessee shall be responsible to pay one-third (1/3) of the costs of clearing the blockage.
- (b) Before leaving the Premises unattended, close and securely lock all doors and transoms and secure all utilities in the Premises. Any damage resulting from failure to do so shall be paid by Lessee.
- (c) Pay Lessor for each day Lessee retains possession of the Premises or any part thereof after termination of the Lease, by lapse of time or otherwise, an amount of rent equal to 1/365 of the rental fixed for the last year during which such termination occurred, and also pay damages sustained by Lessor by reason of such retention; but acceptance by Lessor of rent after such termination shall not constitute a renewal hereof, and this provision shall not waive Lessor's right of re-entry or any other right.

- (d) Paint and maintain the interior of the Premises as needed, subject to the provisions of ARTICLE 8. Lessee will provide necessary custodial service, as needed.
- (e) Keep the Premises and the sidewalks adjacent thereto clean and free from ice, snow, dirt and rubbish at all times.

ARTICLE 8

Restrictions

During the term of this Lease, the Lessee shall not:

- (a) Paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction on any part of the outside of the Building, except on the front window of the Premises or adjacent thereto, and then only of color, size, style, character and material first approved by the Lessor. In addition, Lessor will allow one sign on the marquee in front of the Premises and one sign attached under the marquee, and then only in the color, size, style, character and material first approved by the Lessor. All signs will be at Lessee's cost. All signage must be reviewed and approved by the Lessor. Signage is subject to restrictions of the local government authorities and to written consent by the Lessor prior to any signage being installed.

Lessee will be permitted, at Lessee's expense, to install an awning on the front of the building. Awning must be reviewed and approved by Lessor. Awning is subject to restrictions of the local government authorities and to written consent by the Lessor prior to awning being installed.

- (b) Make or permit any use of the Premises which directly or indirectly is contrary to any law, ordinance or governmental or municipal regulation or order, or insurance policy affecting or covering the Premises.
- (c) Use or permit to be brought into the Premises or the Building any materials or articles deemed hazardous to person or property; or do, or permit to be done, any act or things which will invalidate or be in conflict with fire or other insurance policies covering the Building or its operation, or the Premises.
- (d) Do any painting or decorating in the Premises, or mark, paint, cut or drill into, drive nails or screws into, or in any way deface any part of the Premises or the Building, without the written consent of the Lessor, which consent will not be unreasonably withheld.
- (e) Make installations, alterations or additions in and to the Premises without submitting plans or specifications to the Lessor and securing Lessor's advance written consent in each instance. Lessee shall promptly pay the cost of all such work and of all decorating required by reason thereof, and upon completion deliver to Lessor evidence of payment, and waivers of all liens for labor, services or materials, and hold Lessor harmless from all costs, damages, liens and expenses related thereto.

ARTICLE 9

Rights Reserved to Lessor

Lessor shall have the following rights, exercisable without notice and without liability to Lessee relating to damage or injury to property, person or business, and without effecting an eviction or disturbance of Lessee's use or possession, or giving rise to any claim for setoff or abatement of rent.

- (a) To have passkeys to the Premises, including the alley-side entry to the premises.
- (b) To grant to anyone the exclusive right to conduct any business or render any service in the remaining portion of the Building, provided such exclusive right shall not operate to exclude Lessee from the use of the Premises.
- (c) Subject to the giving of reasonable notice, at any time or times to inspect the Premises and to decorate and to make at its own expense repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises, the Building or a part thereof, and in the adjacent building, land, street or alley, provided such work shall not be carried on in such a manner as to deny Lessee the reasonable use of the Premises; and to enter the Premises at reasonable hours to make inspections.
- (d) Allow emergency access to service personnel as needed.

ARTICLE 10

Condition of Premises

Taking of possession of the Premises, or a part thereof, by Lessee shall constitute approval of the condition of the Premises except latent defects not physically apparent, subject to Lessor's duties to provide the necessary facilities, equipment, and connections for the utility and other services to be provided by Lessor, under this Lease.

ARTICLE 11

Rights Upon Termination

Upon the termination of this Lease by lapse of time or otherwise:

- (a) Lessee shall surrender all keys to the Premises to Lessor. Lessor will supply two (2) keys to the Premises door and one (1) key to the common alley entrance to provide reasonable ingress and egress, at no cost to Lessee, control to be solely that of the Lessee. All keys will be returned to Lessor at the end of the Lease.
- (b) Lessee shall return the Premises and all equipment and fixtures of Lessor in as good condition as when Lessee originally took possession, ordinary wear and loss or damage by fire or other casualty covered in ARTICLE 13 hereof, and alterations made with Lessor's written consent, excepted. Upon

Lessor's request, Lessee shall bring the Premises back to its original condition at Lessee's expense.

- (c) All installations, additions, partitions, nontrade fixtures and improvements, light fixtures temporary or permanent, except movable equipment and furniture belonging to the Lessee, in or upon the Premises, whether placed there by Lessee or Lessor, shall be Lessor's property and shall remain upon the Premises, all without compensation, allowance or credit to Lessee, provided that switch boards, wiring, instruments and similar equipment provided by third parties furnishing a service, and installed upon notice to Lessor, which equipment and fixtures remain the property of the installer, shall not be covered by the agreement of the Lessees contained in this paragraph.
- (d) All Lessee's trade fixtures, movable furniture, equipment and other personal property not removed from the Premises prior to the expiration of the Term hereof, and of any additional period for which Lessee is required to pay rent shall be conclusively presumed to have been abandoned by Lessee and title thereto shall pass to Lessor.
- (e) Lessee shall pay to Lessor 1/30 of the monthly rent for each day that the Lessee retains possession of the premises after the termination of this Agreement and pay to the Lessor any damage the Lessor may sustain by reason of such retention. The acceptance by the Lessor of such rent after the termination of this Agreement shall not be a renewal of this Agreement nor prejudice any rights of the Lessor.

ARTICLE 12

Assignment and Subletting

Lessee shall not assign this Lease, nor allow any transfer of or lien upon Lessee's interest by an operation of law, nor sublet any part of the Premises nor permit the use or occupancy of the Premises or a part thereof by anyone other than Lessee, their agents or employees without first having obtained the written consent of Lessor, which consent shall not be unreasonably withheld. Provided, that the Lessor may withhold consent to any sublease or assignment which involves the following:

- (a) The sale of any alcoholic beverages on the Premises without first obtaining the proper licensing from the City of Lincoln and the State of Nebraska.
- (b) Operation of a game emporium.
- (c) Operation of any films which could be classified as pornography.
- (d) Sale of any material which could be classified as pornographic.
- (e) Sale of any drug-related paraphernalia or items which could be classified as illegal under the Nebraska "Headshop" law.

Provided further that Lessor is not obligated to make any new installations or alterations for any subtenant or assignee, which shall take the Premises in an "as is" condition.

ARTICLE 13

Casualty Loss

In the event the Premises are destroyed or damaged by fire or other casualty so as to render the Premises unsuitable for occupancy, and the Lessor shall elect not to reconstruct or repair the Premises, the Lessee may terminate this Agreement by giving written notice to the Lessor of such termination within 60 days after such destruction or damage, which termination shall be effective as of the date of such destruction or damage. If the Lessor shall elect to reconstruct or repair the Premises, the Lessor shall perform such reconstruction or repair at the expense of the Lessor, with reasonable promptness, and in the event that the Lessor fails to complete such reconstruction or repair within 120 days after such destruction or damage, the Lessee may terminate this Agreement by giving written notice to the Lessor or such termination within 30 days after the date of the expiration of the 120-day period, which termination shall be effective as of the date of the expiration of the 120-day period.

If the Lessor shall elect to reconstruct or repair the Premises, due allowance shall be made for reasonable delays caused by the adjustment of insurance claims, labor controversies or causes beyond the reasonable control of the Lessor. In the event of the termination of this Agreement at any time subsequent to the date of such destruction or damage, the rent shall be prorated on a daily basis and be paid or rebated, as the case may be, to the date of such termination. In the event that this Agreement is not terminated subsequent to such destruction or damage, the rent shall abate from the date of such destruction or damage to the date upon which the Premises shall become suitable for occupancy by the Lessee.

ARTICLE 14

Default Rights

Each of the following acts and omissions shall constitute a default by the Lessee and a breach of this Lease:

- (a) Bankruptcy, whether voluntary or involuntary, assignment for the benefit of creditors, reorganization or rearrangement under the Bankruptcy Act, or receivership, dissolution or the commencement of any action or proceeding for dissolution or liquidation of the Lessee, whether instituted by or against the Lessee, or other similar action or proceeding.
- (b) A default in the payment of the rent herein specified, or any part thereof, for a period of ten (10) days after written notice from Lessor that the rent is due and not paid.
- (c) A default in the performance of any other covenant or condition of this Lease on the part of the Lessee to be performed which remains uncured for a period of thirty (30) days after service of written notice thereof by the Lessor on the Lessee.

ARTICLE 15

Remedies

In the event of any such default by the Lessee, Lessor may, at its election, either distrain for said rent due and damages sustained, or declare this Lease at an end and recover possession of the Premises as if the same were held by forcible detainer. Lessee waives any demand for possession of the Premises and any exemptions granted to the Lessee by law.

If the Lessor elects to re-enter and recover possession of the Premises, the Lessor, may, at the election of the Lessor, either terminate this Agreement or relet the Premises on such terms and conditions as the Lessor may deem advisable. Upon reletting the Premises, rent received by the Lessor shall be applied in the following order:

- (a) To the costs of such reletting, including brokerage fees and attorney fees for such re-entry and recovery of possession of the Premises.
- (b) To any sums due, other than rent, from the Lessee to the Lessor.
- (c) To rent due and unpaid.
- (d) To future rent to become due.

If the rent received by the Lessor shall be insufficient to satisfy the current obligations of the Lessee to the Lessor, the deficiency shall be completed and billed by the Lessor to the Lessee monthly and shall be paid by the Lessee on or before the 10th day of the month following receipt of the billing. Notwithstanding any election by the Lessor, the Lessor may, at any time subsequent to the default of the Lessee, terminate this Agreement by giving written notice of such termination to the Lessee.

ARTICLE 16

Warranty of Title: Covenant of Quiet Enjoyment

Lessor warrants that it has the full right, power and authority to enter into this Lease for the Term herein granted, that the Lessee may use the Premises during the Term for the purposes stated herein; and that Lessee shall at all times during the Term peaceable and quietly enjoy the Premises without disturbance from the Lessor, or any other person claiming through or under the Lessor.

ARTICLE 17

Possession

Upon lease signing by both Lessee and Lessor and receipt by Lessor of rent payment of \$2,050.

ARTICLE 18

Construction

Tenant Improvements: Landlord to pay for plumbing and fixture relocation in moving bathrooms to near rear of the space. Tenant to pay for removal of current rest rooms and framing, finishing wiring, floor and ceiling of relocated rest rooms. Rest rooms to be to government requirements which may require more than one toilet per restroom depending on capacity.

Tenant will at Tenant's expense increase air conditioning capacity from 5 to 10 ton.

Tenant plans extensive remodeling at Tenant's expense including additional electrical service and plumbing as needed for kitchen and bar areas, new floor covering, new ceiling, brick veneer surface on some walls, Tenant plans to close off windows at entry door by installing new wall. Tenant anticipates an investment of \$75,000 to \$100,000.

Lessee agrees not to make any contract for construction, repair or improvement on, in, of, or to the Premises, or any part thereof, or for any work to be done or material to be furnished on or to the Premises, without providing in such contract or agreement that no lien of mechanics or materialmen shall be created or shall arise against said Premises or the Building or improvements at any time located thereon. All persons furnishing any work, labor or materials, as well as all other persons whomsoever, shall be bound by this provision and by notice thereof from and after the date of this Lease.

ARTICLE 19

Insurance

Lessee further agrees to carry proper liability insurance upon the Premises in a sum of not less than \$1,000,000 combined single limit and aggregate, and \$100,000 property damage insurance, protecting Lessor against claims and demands of any and all persons for personal injury, property damages or death caused by, or resulting from the existence of the Premises, or the use or occupancy thereof; and Lessee will indemnify Lessor from all loss, costs, damage and expense by reason of such claims accruing from such occupancy against Lessor. This policy must provide fire legal liability in the amount of at least \$300,000. Lessor must be added as an additional insured. Lessee will deliver a duplicate policy of such insurance, together with proof of the same and payment of the premium therefor to Lessor. In the event of cancellation of the policy, Lessor must be notified within ten (10) days.

Lessor shall not be liable for any damage, loss or injury to the person, property or effects of the Lessee, or any of their agents, employees, officers or invitees, or customers, who may claim to be injured or damaged while in, on, or about the Premises and the improvements thereon. Lessee agrees to carry content insurance on their goods, as they deem necessary. Lessee understands that Lessor will not provide such coverage. Lessor will carry extended care coverage on the Building.



ARTICLE 20

Personal Property at Risk of Lessee

The personal property in the Premises shall be at the risk of the Lessee only. Lessor shall not, except in cases of Lessor's negligence, be liable for any damage to any property in the Premises caused by any force, including but not limited to steam, electricity, sewage, gas or odors, or from water, rain or snow, which may leak into, issue or flow from any part of the Building of which the Premises are a part, or from any other place or quarter or for any damage done to the property of the Lessee in moving the same to or from the Building or Premises. The Lessee shall give to Lessor, or its agents, prompt written notice of any accident to or defects in water pipes, gas or warming and cooling apparatus which shall be remedied with due diligence. Lessee understands that Lessor is not maintaining any insurance on Lessee's personal property, and Lessor agrees to maintain the same.

ARTICLE 21

Release

Each of the parties hereto hereby releases the other from any claim or recovery for any loss or damage to any of their property which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policies of the insurance owned by each of the parties hereto.

ARTICLE 22

Binding Effect

The covenants herein shall extend to and be binding upon the successors and assigns of the parties to this Lease.

ARTICLE 23

Representations

The Lessee acknowledges that they have made full inspection of the Premises and rely solely upon their own knowledge from the inspection, examination and investigation of the Premises, and further state that they are not relying upon any representation of the Lessor or its agents, in the Lease of said Premises.

ARTICLE 24

Trade Fixtures

Trade fixtures installed in the Premises by Lessee, and other personal property, may be removed by Lessee at the end of the Term, provided, however, that Lessee shall repair any damage done by the removal of such fixtures or other personal property.

Trade fixtures shall not include light fixtures, but shall include an alarm system in the Premises.

ARTICLE 25

Maintenance and Alterations

- (a) Lessor shall keep the foundations, structural columns and beams, exterior walls, including exterior paint, and roof of the Building on the Premises, and the sidewalks adjacent thereto in good repair, except the signs or other advertisements or fixtures installed by the Lessee. Lessor shall, if necessary or required by proper governmental authority, make modifications or replacements thereof, except that Lessor shall not be required to make or pay for any such repairs, modifications or replacements which become necessary or desirable by reason of the acts or omissions of Lessee, its officers, agents, servants, or employees.
- (b) The Lessee shall, at the Lessee's expense, maintain the interior portions of the Premises, including the interior/exterior doors and glass, and all fixtures and equipment appurtenant to the Premises. In addition, Lessee will make plate glass replacements required by fault of Lessee and shall make all general maintenance to heating and air conditioning that are required during the term of this Lease. Heating and air conditioning repairs shall be the responsibility of the Lessor so long as the repair is not caused by the negligence of the Lessee, its employees or users.
- (c) Except as provided in Section (a) of this Article, Lessee agrees, at Lessee's expense, at all times to keep the Premises and appurtenances thereto in good order, condition and repair, clean, sanitary and safe, including the replacement of equipment, fixtures and all broken glass. In the event of sewer blockage or backup, Lessee shall be responsible to pay one-third (1/3) of the costs of clearing the blockage.
- (d) Lessee shall not make any alterations, additions, improvements or changes affecting the Building or the Premises without in each instance obtaining the prior written consent therefor from Lessor, and if such consent is obtained, Lessee shall furnish indemnification against liens, costs, damages and expenses as may be required by Lessor. All alterations, additions and improvements (other than trade fixtures) which may be made or installed upon the Premises shall remain upon and be surrendered with them as a part thereof at the termination of this lease.
- (e) Lessor, or its authorized representative, shall have the right to inspect the Premises at all reasonable times; and during the last three (3) months of the Initial Term, or if this Lease is renewed, of the Renewal Term, Lessor may post in and about the Premises "For Rent" signs and enter upon and exhibit the Premises to prospective tenants or purchasers.

ARTICLE 26

Best Efforts to Exhaust Odors

Lessee shall use their best efforts to exhaust any and/or all cooking and/or tobacco smoke odors connected with the operation of Lessee's business to the exterior of the Building.

ARTICLE 27

Condemnation

If all, or a substantial portion, of the Premises shall be taken or condemned for any public use or purpose, so as to render the Premises unsuitable for occupancy, this Agreement shall terminate on the date when possession shall be required for such use or purpose, and the rent shall be prorated to the date of such termination, without apportionment of the award for such taking or condemnation, which shall belong exclusively to the Lessor.

ARTICLE 28

General Provisions

- (a) Lessor will supply two (2) keys to the Premises door and one (1) key to the common alley entrance to provide reasonable ingress and egress, at no cost. Control is to be solely that of the Lessee.
- (b) No waiver by either party of a default of the other shall be implied, and no express waiver shall affect any default other than the default specified in such waiver, and that only for the time and to the extent therein stated.
- (c) The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.
- (d) Documents attached hereto, if any, are made a part hereof by reference.
- (e) Lessee agrees to comply with all reasonable rules and regulations Lessor may adopt from time to time for the protection and welfare of the Building, including the basement, any available parking areas, and any appurtenant structures, and for the protection and welfare of the tenants and occupants of the Building.
- (f) Whenever the consent or approval of either party is necessary or required in this Lease, such consent or approval shall not be unreasonably withheld.
- (g) Lessee covenant that they will take reasonable action to prevent the filing of any mechanic's liens against the Building, and if a lien is filed, they will transfer or remove the same in accordance with Nebraska law.
- (h) If Lessor is required under the terms of this Lease to make repairs to, and/or restore the Building and its equipment and within the time limited herein for the making of such repairs and/or restoration Lessor commences work thereon, and diligently pursues such work to completion, Lessor shall be deemed to have substantially complied with the terms hereof.
- (i) Both parties agree, in case of default, to mitigate the damages.

- (j) The headings and marginal notations throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of any of the provisions of this Lease.

ARTICLE 29

Notices

All notices and demands required or permitted to be given under this Lease to Lessee shall be given in writing, be deposited in the United States Mail, certified and postage prepaid, and addressed to Lessee at 1320 "P" Street, Suite 100, Lincoln, Nebraska, 68508; or at any other address as Lessee may give to Lessor in writing from time to time. All notices and demands required or permitted to be given under this Lease to Lessor shall be given in writing, be deposited in the United States Mail, certified and postage prepaid, and addressed to Lessor at 2764 South Street, Lincoln, Nebraska, 68502, or at any other address as Lessee shall be given in writing from time to time.

ARTICLE 30

Entire Agreement

The parties hereto certify that this Lease fully and correctly sets forth the terms between the parties hereto and the conditions upon which all of the described real estate is subject to Lease.

No waiver by the Lessor of default by the Lessee shall be implied and no express waiver shall be extended beyond the default period specified. No term or condition of this Agreement shall be construed to have been waived by the Lessor, unless the Lessee shall have secured such waiver from Lessor in writing. The invalidity or unenforceability of any term or condition of this Agreement shall not prejudice the enforceability of any other term or condition. The word "Lessee" shall be construed as plural in all cases where more than one person shall have executed this Agreement as Lessee, and the obligations of each of such persons shall be joint and several.

In the event of a sale or an assignment of the property by Lessor, this Agreement shall remain binding. This Agreement shall not be amended or modified after execution, except by a written instrument executed by both the Lessor or Lessee and attached hereto. This Agreement shall be binding upon the successors in interest of the parties. The submission of this Agreement for examination is not a reservation of or option for the Premises, and this Agreement becomes effective only upon execution and delivery by both the Lessor and Lessee.

